

HIGH COURT OF UTTARANCHAL AT NAINITAL

Civil Revision No. 336 of 2001
(Old No. 267 of 1997)

Anil Chand Sah Revisionist

Versus

State of Uttaranchal & another Respondents

Sri V.K. Bisht, Sr. Advocate for the revisionist
Standing Counsel for the respondents.

Dated: 11.8.2004

Hon. Rajesh Tandon J.

Heard the learned counsel for the parties at length.

Present revision has been preferred against the judgment and decree dated 16.6.1997 passed by the Judge Small Cause Court, Almora in S.C.C. Suit No. 1 of 19991, Anil Chandra Sah vs. State of U.P. & another.

Briefly stated the facts giving rise to the present revision are that the plaintiff has filed a suit for the recovery of arrears of rent and for eviction of the defendants from the premises in dispute. The suit was tried by the Judge, SCC. He has recorded a finding that Act No. 13 of 1972 is applicable to the building in dispute.

The suit was dismissed on the grounds two folds. Firstly that lease of the immovable property was for a fixed terms and it should be leased out by a registered document and secondly in view of the fact that the suit was filed under section 20(1)(a)

of Act No. 13 of 1972 no notice of determination of tenancy having been served on the defendant the suit is liable to be dismissed. The suit was, therefore, dismissed with special costs.

Parties have admitted that Act No. 13 of 1972 is applicable to the building in dispute. Sub section (1) of Section 20 of the Act, provides that no suit shall be instituted for the eviction of a tenant from a building, notwithstanding the determination of his tenancy by efflux of time or on the expiration of a notice to quit on in any other manner. Sub Section (1) of Section 20 reads as under:

- (1) *Save as provided in sub-section (2), no suit shall be instituted for the eviction of a tenant from a building, notwithstanding the determination of his tenancy by efflux of time or on the expiration of a notice to quit or in any other manner:*

Provided that nothing in this sub section shall bar a suit for the eviction of a tenant on the determination of his tenancy by efflux of time where the tenancy for a fixed term was entered into by or in pursuance of a compromise or adjustment arrived at with reference to a suit, appeal, revision or execution proceeding, which is either recorded in court or otherwise reduced to writing and signed by the tenant.

Admittedly in the present case a compromise was recorded on 1.7.1987 and, therefore, it is fully covered under the provisions of Section 20 (1) of Act No. XIII of 1972.

In view of the aforesaid, the revision is allowed and the judgment and decree dated 16.6.1997 is set aside. The case is remanded to the Judge, Small Causes Court, Almora for

deciding the case on merit afresh within four months after the receipt of the certified copy of this order. No order as to costs.

(Rajesh Tandon J.)

11.8.2004

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